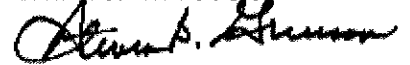


**REPLY EXHIBIT “E”**

**REPLY EXHIBIT “E”**

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DISTRICT COURT  
CLARK COUNTY, NEVADA

**EUGENE TUMBARELLO and  
SHAMROCK PAINTING, INC**

**Plaintiffs**

v.

**ELIZABETH RAMSEY and GREGG CHAMBERS**

**Defendants**

**CASE NO. A-17-763560-C  
DEPT. NO. XIX**

**ELIZABETH RAMSEY 'S  
RESPONSE TO OBJECTION TO  
CLAIM OF EXEMPTION  
FROM EXECUTION**

Defendants filed a Motion to Stay and for other relief which addresses many of the same issues raised by Plaintiffs in their Objection and in this Response in more detail. That Motion is set for hearing on July 9, 2019. Thus, Ramsey suggests that the Court may want to move the hearing date on Plaintiff's Objection to that date.

Many of the same arguments will be set forth herein as are contained in Defendants' Motion to Stay to avoid waiving any issues.

Additionally, for the Court's information, the parties are engaged in settlement discussions through the Nevada Supreme Court Settlement Program, using Settlement Judge Ara Shirinian.

**1. Pursuant to NRS 21.090(1), Defendants' homes are exempt from execution.**

For some reason Plaintiffs spend a lot of time in their Objection

1 throwing around the "F" word, accusing Ramsey of a fraudulent transfer.  
2 Ramsey is solely seeking protection for her homestead property at 1201  
3 Westlund. Plaintiffs spend a lot of time, wasted ink and paper talking  
4 about 1207 Westlund. Again, Ramsey is solely claiming a homestead  
5 exemption on 1201 Westlund.

6 Plaintiffs' Objections violate NRS 21.090 (1) which states: "The  
7 following property is exempt from execution, except as otherwise  
8 specifically provided in this section or required by federal law:  
9

10  
11 (1) The **homestead** as provided for by law, including a  
12 homestead for which allodial title has been established and not  
13 relinquished and for which a waiver executed pursuant to NRS  
14 115.010 is not applicable.

15  
16 (m) The **dwelling of the judgment debtor** occupied as a home  
17 for himself or herself and family, where the amount of equity held  
18 by the judgment debtor in the home does not exceed \$550,000 in  
19 value and the dwelling is situated upon lands not owned by the  
20 judgment debtor." (emphasis added).

21  
22  
23 See also the Nevada Constitution, Article 4 § 30 (Homesteads)  
24 which holds: "A homestead as provided by law, shall be exempt from  
25 forced sale under any process of law ...." There are few exceptions to the  
26  
27  
28  
29 homestead exemptions and none of these exemptions apply or exist in  
30  
31  
32

1 this case. Ramsey has never abandoned her homestead declaration on  
2  
3 1201 Westlund.  
4

5 This court must interpret NRS 21.090 and homestead rights in favor  
6  
7 of debtors. In re Contrevo v. Mercury Finance, 153 P.3d 652 at 654 (Nev.  
8  
9 2007)("... this court has, in the past, liberally construed the homestead  
10  
11 exemption in favor of the debtor"); See also Herndon v. Grilz, 920 P.2d 998  
12  
13 at 1001 (Nev. 1996)("Nevada has consistently given great deference to  
14  
15 homesteads and ... when the right to claim a homestead and a judgment  
16  
17 lien attach simultaneously to a piece of property, the homestead right  
18  
19 prevails." "Accordingly, we conclude that the district court erred when it  
20  
21 failed to recognize Herndon's homestead exemption").  
22

23 The following additional statutes support Defendants' exemption  
24  
25 claims.  
26

27 NRS 115.010 Exemption from sale on execution and from  
28 process of court; amount of exemption; exceptions; extension  
29 of exemption.

30 1. The homestead is not subject to forced sale on  
31  
32

1 execution or any final process from any court, except as  
2 otherwise provided by subsections 2, 3 and 5, and NRS  
3 115.090 and except as otherwise required by federal law.

4 2. The exemption provided in subsection 1 extends only  
5 to that amount of equity in the property held by the claimant  
6 which does not exceed \$550,000 in value, unless allodial title  
7 has been established and not relinquished, in which case the  
8 exemption provided in subsection 1 extends to all equity in the  
9 dwelling, its appurtenances and the land on which it is located.

10 3. Except as otherwise provided in subsection 4, the  
11 exemption provided in subsection 1 does not extend to process  
12 to enforce the payment of obligations contracted for the  
13 purchase of the property, or for improvements made thereon,  
14 including any mechanic's lien lawfully obtained, or for legal  
15 taxes, or for:

16 (a) Any mortgage or deed of trust thereon executed and  
17 given, including, without limitation, any second or subsequent  
18 mortgage, mortgage obtained through refinancing, line of credit  
19 taken against the property and a home equity loan; or

20 (b) Any lien to which prior consent has been given  
21 through the acceptance of property subject to any recorded  
22 declaration of restrictions, deed restriction, restrictive covenant  
23 or equitable servitude, specifically including any lien in favor of  
24 an association pursuant to NRS 116.3116 or 117.070, by both  
25 spouses, when that relation exists.

26 4. If allodial title has been established and not  
27 relinquished, the exemption provided in subsection 1 extends to  
28 process to enforce the payment of obligations contracted for  
29  
30  
31  
32

1 the purchase of the property, and for improvements made  
2 thereon, including any mechanic's lien lawfully obtained, and  
3 for legal taxes levied by a state or local government, and for:

4 (a) Any mortgage or deed of trust thereon; and

5 (b) Any lien even if prior consent has been given through  
6 the acceptance of property subject to any recorded declaration  
7 of restrictions, deed restriction, restrictive covenant or equitable  
8 servitude, specifically including any lien in favor of an  
9 association pursuant to NRS 116.3116 or 117.070, unless a  
10 waiver for the specific obligation to which the judgment relates  
11 has been executed by all allodial titleholders of the property.  
12  
13  
14  
15

16 **2. IF PLAINTIFFS' ARGUMENTS PREVAIL, THEY NEED TO**  
17 **FORECLOSE AS A DEED OF TRUST EITHER BY INITIATING**  
18 **JUDICIAL FORECLOSURE, OR COMPLYING WITH THE**  
19 **FORECLOSURE STATUTE**  
20  
21  
22

23 NRS 115.010 (3)(a) does exempt deeds of trust from the protection  
24 of the homestead protection. Plaintiffs' Objection states on Page 15  
25 that "The Court entered a Deed of Trust as against the 1201 Property"  
26 and that the homestead cannot "defeat Plaintiffs' deed of trust in and to  
27  
28  
29  
30  
31  
32

1 the 1201 Westlund Property. Very simply, a homestead cannot defeat a  
2  
3 deed of trust interest". This is one of the exact issues upon which is  
4  
5 being addressed in Defendants' appeal. [Exhibit A] To address this  
6  
7  
8 issue now is welcomed and a main reason why Defendants filed their  
9  
10 Motion to Stay.  
11

12 If Plaintiff's legal interpretation is true, Plaintiff cannot collect by a  
13  
14 judgment execution. It must foreclose either through a judicial  
15  
16 foreclosure or a non-judicial foreclosure under the NRS 107.  
17  
18  
19  
20

21  
22 **A. PLAINTIFFS' ACTIONS VIOLATE THE ONE ACTION RULE**  
23  
24  
25

26 Nevada's One Action Rule, specifically NRS 40.435, "releases and  
27  
28 discharges the mortgage or other lien" upon entry of a final judgment.  
29  
30  
31  
32

1 NRS 40.435

2 3. The failure to interpose, before the entry of a final  
3 judgment, the provisions of NRS 40.430 as an affirmative  
4 defense in such a proceeding waives the defense in that  
5 proceeding. Such a failure does not affect the validity of the  
6 final judgment, **but entry of the final judgment releases**  
7 **and discharges the mortgage or other lien.**  
8

9 4. As used in this section, "final judgment" means a  
10 judgment which imposes personal liability on the debtor for  
11 the payment of money and which may be appealed under the  
12 Nevada Rules of Appellate Procedure.  
13

14  
15 The judgement is against the debtors, and is obviously a final,  
16  
17 appealable judgment; indeed, it's on appeal now based some of the  
18 exact arguments which Plaintiffs make in their Objections.  
19

20  
21  
22 NRS 40.430 Action for recovery of debt secured by  
23 mortgage or other lien; "action" defined.

24 NRS 40.430 Action for recovery of debt secured by  
25 mortgage or other lien; "action" defined.  
26

27 1. Except in cases where a person proceeds under  
28 subsection 2 of NRS 40.495 or subsection 1 of NRS 40.512,  
29 and except as otherwise provided in NRS 118C.220, there  
30  
31  
32



1 may be but one action for the recovery of any debt, or for the  
2 enforcement of any right secured by a mortgage or other lien  
3 upon real estate. That action must be in accordance with the  
4 provisions of NRS 40.426 to 40.459, inclusive. In that action,  
5 the judgment must be rendered for the amount found due the  
6 plaintiff, and the court, by its decree or judgment, may direct  
7 a sale of the encumbered property, or such part thereof as is  
8 necessary, and apply the proceeds of the sale as provided in  
9 NRS 40.462.  
10  
11

12 2. This section must be construed to permit a secured  
13 creditor to realize upon the collateral for a debt or other  
14 obligation agreed upon by the debtor and creditor when the  
15 debt or other obligation was incurred.  
16  
17

18 3. At any time not later than 5 business days before  
19 the date of sale directed by the court, if the deficiency  
20 resulting in the action for the recovery of the debt has arisen  
21 by failure to make a payment required by the mortgage or  
22 other lien, the deficiency may be made good by payment of  
23 the deficient sum and by payment of any costs, fees and  
24 expenses incident to making the deficiency good. If a  
25 deficiency is made good pursuant to this subsection, the sale  
26 may not occur.  
27  
28

29 4. A sale directed by the court pursuant to subsection  
30  
31  
32

1 1 must be conducted in the same manner as the sale of real  
2 property upon execution, by the sheriff of the county in which  
3 the encumbered land is situated, and if the encumbered land  
4 is situated in two or more counties, the court shall direct the  
5 sheriff of one of the counties to conduct the sale with like  
6 proceedings and effect as if the whole of the encumbered  
7 land were situated in that county.  
8  
9

10 5. Within 30 days after a sale of property is conducted  
11 pursuant to this section, the sheriff who conducted the sale  
12 shall record the sale of the property in the office of the county  
13 recorder of the county in which the property is located.  
14

15 6. As used in this section, an "action" does not include  
16 any act or proceeding:  
17

18 (a) To appoint a receiver for, or obtain possession of,  
19 any real or personal collateral for the debt or as provided in  
20 NRS 32.015.  
21

22 (b) To enforce a security interest in, or the assignment  
23 of, any rents, issues, profits or other income of any real or  
24 personal property.  
25

26 (c) To enforce a mortgage or other lien upon any real  
27 or personal collateral located outside of the State which does  
28 not, except as required under the laws of that jurisdiction,  
29 result in a personal judgment against the debtor.  
30  
31  
32

1 (d) For the recovery of damages arising from the  
2 commission of a tort, including a recovery under NRS  
3 40.750, or the recovery of any declaratory or equitable relief.  
4

5 (e) For the exercise of a power of sale pursuant to NRS  
6 107.080.  
7

8 (f) For the exercise of any right or remedy authorized  
9 by chapter 104 of NRS or by the Uniform Commercial Code  
10 as enacted in any other state, including, without limitation, an  
11 action for declaratory relief pursuant to chapter 30 of NRS to  
12 ascertain the identity of the person who is entitled to enforce  
13 an instrument pursuant to NRS 104.3309.  
14

15 (g) For the exercise of any right to set off, or to enforce  
16 a pledge in, a deposit account pursuant to a written  
17 agreement or pledge.  
18

19 (h) To draw under a letter of credit.  
20

21 (i) To enforce an agreement with a surety or guarantor  
22 if enforcement of the mortgage or other lien has been  
23 automatically stayed pursuant to 11 U.S.C. § 362 or pursuant  
24 to an order of a federal bankruptcy court under any other  
25 provision of the United States Bankruptcy Code for not less  
26 than 120 days following the mailing of notice to the surety or  
27 guarantor pursuant to subsection 1 of NRS 107.095.  
28

29 (j) To collect any debt, or enforce any right, secured by  
30  
31  
32

1 a mortgage or other lien on real property if the property has  
2 been sold to a person other than the creditor to satisfy, in  
3 whole or in part, a debt or other right secured by a senior  
4 mortgage or other senior lien on the property.  
5

6 (k) Relating to any proceeding in bankruptcy, including  
7 the filing of a proof of claim, seeking relief from an automatic  
8 stay and any other action to determine the amount or validity  
9 of a debt.  
10

11 (l) For filing a claim pursuant to chapter 147 of NRS or  
12 to enforce such a claim which has been disallowed.  
13

14 (m) Which does not include the collection of the debt or  
15 realization of the collateral securing the debt.  
16

17 (n) Pursuant to NRS 40.507 or 40.508.  
18

19 (o) Pursuant to an agreement entered into pursuant to  
20 NRS 361.7311 between an owner of the property and the  
21 assignee of a tax lien against the property, or an action which  
22 is authorized by NRS 361.733.  
23

24 (p) Which is exempted from the provisions of this  
25 section by specific statute.  
26

27 (q) To recover costs of suit, costs and expenses of  
28 sale, attorneys' fees and other incidental relief in connection  
29 with any action authorized by this subsection.  
30  
31  
32

1 The one-action rule prohibits seeking personal recovery and then  
2  
3 attempting in additional suit to recover against collateral. When raised as  
4  
5 an affirmative defense, the one-action rule can only be used to force the  
6  
7 creditor to exhaust the security before entry of a deficiency judgment.  
8  
9 Whether or not the debtor pleads violation of the one-action rule as an  
10  
11 affirmative defense to the separate action, NRS 40.430 does not excuse  
12  
13 the underlying debt. Rather, the one-action rule prohibits first seeking  
14  
15 the personal recovery against the collateral. Bonicamp v. Vazquez, 120  
16  
17 Nev. 377, 91 P.3d 584 (2004), cited, Walters v. Dist. Ct., 127 Nev. 723,  
18  
19 at 729, 263 P.3d 231 (2011), see also McDonald v. D.P. Alexander &  
20  
21 Las Vegas Boulevard, LLC, 121 Nev. 812, 123 P.3d 748 (2005)

22 Purpose of “one-action rule” was to permit secured creditor to  
23  
24 pursue alternate remedies but not both at once. The purpose of the  
25  
26 “one-action rule” established by NRS 40.430 was to change the  
27  
28 common-law rule to permit a secured creditor to pursue alternate  
29  
30 remedies of sale under the power of sale in an instrument or judicial  
31  
32 foreclosure, but not both at once. Paramount Ins., Inc. v. Rayson &  
Smitley, 86 Nev. 644, 472 P.2d 530 (1970), cited, Paradise Homes v.

1 Eighth Judicial Dist. Court, 87 Nev. 617, at 618, 491 P.2d 1277 (1971),  
2  
3 Nevada Wholesale Lumber Co. v. Myers Realty, Inc., 92 Nev. 24, at 28,  
4  
5 544 P.2d 1204 (1976), Component Systems Corp. v. Eighth Judicial  
6 Dist. Court, 101 Nev. 76, at 81, 692 P.2d 1296 (1985), United States v.  
7 Cail, 746 F. Supp. 1035, at 1038 (D. Nev. 1990), distinguished, First  
8  
9 Nat'l Bank v. Barengo, 91 Nev. 396, at 397, 536 P.2d 487 (1975)  
10

11 Plaintiff could not pursue hybrid course to obtain advantages not  
12 contemplated by either judicial foreclosure or nonjudicial sale and action  
13 on a note. Where an action seeking a deficiency judgment was  
14  
15 commenced prior to nonjudicial trustee's sale under the deed of trust,  
16  
17 and the complaint was thereafter amended to set up a subsequent sale  
18  
19 and resulting "deficiency," a permanent writ of prohibition against further  
20  
21 proceedings in the action was issued because plaintiff was limited to  
22  
23 remedies of judicial foreclosure pursuant to NRS 40.430 et seq., or  
24  
25 nonjudicial sale and action on the note after security was exhausted, and  
26  
27 could not pursue the hybrid course to obtain advantages not  
28  
29 contemplated by either method. Paradise Homes v. Eighth Judicial Dist.  
30 Court, 87 Nev. 617, 491 P.2d 1277 (1971)  
31  
32

1 Plaintiff loses all security rights in real property regarding a debt by  
2  
3 failing to exhaust the security before bringing an action on the underlying  
4  
5 debt. Where the holder of a promissory note secured by a deed of trust  
6  
7 elected to obtain a personal judgment against the debtor in an action on  
8  
9 an open account with ancillary attachment of the property covered by the  
10  
11 trust deed without having exhausted its security under the trust deed as  
12  
13 required by the "one action" rule (see NRS 40.430), the failure of the  
14  
15 debtor to assert NRS 40.430 as an affirmative defense in the action on  
16  
17 the open account did not prevent the successor in interest of the debtor  
18  
19 from invoking the sanctions aspect of the statute in a subsequent action  
20  
21 to compel reconveyance under the trust deed, because by failing to  
22  
23 exhaust the security before bringing the action on the underlying debt all  
24  
25 security rights in the real property regarding the debt in question were  
26  
27 lost. Nevada Wholesale Lumber Co. v. Myers Realty, Inc., 92 Nev. 24,  
28  
29 544 P.2d 1204 (1976), cited, Keever v. Nicholas Beers Co., 96 Nev. 509,  
30  
31 at 513, 611 P.2d 1079 (1980), Bonicamp v. Vazquez, 120 Nev. 377, at  
32  
380, 91 P.3d 584 (2004), McDonald v. D.P. Alexander & Las Vegas  
Boulevard, LLC, 121 Nev. 812, at 816, 123 P.3d 748 (2005)

1 Mandamus was issued to compel respondent to reconvey deeds of  
2  
3 trust after simultaneously seeking relief under security and underlying  
4  
5 debt. In a proceeding for a writ of mandamus to compel reconveyance of  
6  
7 deeds of trust, where respondent entered into a series of financing  
8  
9 agreements with corporations (petitioners) whose officers executed  
10  
11 personal guaranties of corporate loans which were secured by various  
12  
13 deeds of trust on real property held by officers as natural persons and,  
14  
15 upon default of those loans, respondent instituted nonjudicial sales of  
16  
17 secured properties, respondent, in an action brought by petitioners for  
18  
19 breach of financing agreements, was simultaneously seeking relief under  
20  
21 the security and underlying debt in violation of NRS 40.430 when he  
22  
23 raised counterclaims based on corporate loans and obligations,  
24  
25 because: (1) personal guaranties and underlying corporate debts were  
26  
27 one obligation; and (2) respondent's counterclaims were not compulsory  
28  
29 under N.R.C.P. 13(a) as it had not sold the security as required by NRS  
30  
31 40.455 nor conducted a hearing pursuant to NRS 40.457 to determine  
32  
the fair market value of that security and, therefore, had no claim for a  
personal judgment against petitioners. Thus, a writ of mandamus was



1 issued ordering the trial court to issue an order requiring respondent to  
2 reconvey all deeds of trust given to it by petitioners. Component  
3 Systems Corp. v. Eighth Judicial Dist. Court, 101 Nev. 76, 692 P.2d  
4 1296 (1985)  
5  
6

7  
8 Judicial proceeding cannot be converted after judgment is final. A  
9  
10 judicial proceeding cannot be converted pursuant to NRS 40.435 into an  
11 action which does not violate NRS 40.430 after the judgment is final.  
12  
13 Bonicamp v. Vazquez, 120 Nev. 377, 91 P.3d 584 (2004)  
14

15 The penalty for violation of the one-action rule, set forth in NRS  
16 40.435, set forth below, is that the mortgage is released and discharged.  
17  
18 For clarity defines the word mortgage as including a deed of trust.  
19  
20

21  
22 NRS 0.037 “Mortgage” includes deed of trust. Except as used in  
23 chapter 106 of NRS and unless the context otherwise requires,  
24 “mortgage” includes a deed of trust.  
25  
26

27  
28 NRS 40.435 Judicial proceedings in violation of NRS  
29 40.430; provisions of NRS 40.430 as an affirmative defense.

30 1. The commencement of or participation in a judicial  
31  
32

1 proceeding in violation of NRS 40.430 does not forfeit any of  
2 the rights of a secured creditor in any real or personal  
3 collateral, or impair the ability of the creditor to realize upon  
4 any real or personal collateral, if the judicial proceeding is:

5 (a) Stayed or dismissed before entry of a final  
6 judgment; or

7 (b) Converted into an action which does not violate  
8 NRS 40.430.

9  
10 2. If the provisions of NRS 40.430 are timely  
11 interposed as an affirmative defense in such a judicial  
12 proceeding, upon the motion of any party to the proceeding  
13 the court shall:

14 (a) Dismiss the proceeding without prejudice; or

15 (b) Grant a continuance and order the amendment of  
16 the pleadings to convert the proceeding into an action  
17 which does not violate NRS 40.430.

18  
19 3. The failure to interpose, before the entry of a final  
20 judgment, the provisions of NRS 40.430 as an affirmative  
21 defense in such a proceeding waives the defense in that  
22 proceeding. Such a failure does not affect the validity of the  
23 final judgment, but entry of the final judgment releases and  
24 discharges the mortgage or other lien.

25  
26 4. As used in this section, "final judgment" means a  
27 judgment which imposes personal liability on the debtor for  
28 the payment of money and which may be appealed under the  
29 Nevada Rules of Appellate Procedure.

1 NRS 40.495(5) prohibits waiver of the protections of NRS 40.430  
2  
3 for residential mortgages under \$500,00.  
4

5  
6 **5. The provisions of NRS 40.430 may not be waived by a**  
7 **guarantor, surety or other obligor if the mortgage or lien:**

8 (a) Secures an indebtedness for which the principal  
9 balance of the obligation was never greater than  
10 \$500,000;  
11

12 (b) Secures an indebtedness to a seller of real property  
13 for which the obligation was originally extended to the  
14 seller for any portion of the purchase price;

15 (c) Is secured by real property which is used primarily  
16 for the production of farm products as of the date the  
17 mortgage or lien upon the real property is created; or

18 (d) Is secured by real property upon which:  
19

20 (1) The owner maintains the owner's principal  
21 residence;

22 (2) There is not more than one residential  
23 structure; and

24 (3) Not more than four families reside.  
25

26  
27 NRS 40.437 affords additional protections to actions affecting  
28  
29 owner-occupied housing. Particularly, that they are entitled to the  
30  
31 protections of the foreclosure mediation rules.  
32

1 **B. NRS 107.400 - NRS 560 GOVERN JUDICIAL FORECLOSURE**  
2  
3  
4  
5

6 Plaintiffs take the position that the March 8, 2019 Judgment  
7  
8 created a Deed of Trust interest in both properties, for the entire  
9  
10 "Judgment Sum". If that is true, they cannot collect using a sheriff's  
11  
12 sale. Pursuant to NRS 107.480(2), Plaintiffs must foreclose following  
13  
14 the requirements of NRS 107.400 to 107.560.  
15  
16  
17

18 NRS 107.480 Restrictions on trustee's power of sale and civil  
19  
20 actions for foreclosure sales.

21 1. In addition to the requirements of NRS 40.439, 107.085  
22  
23 and 107.086, the exercise of a trustee's power of sale pursuant to  
24  
25 NRS 107.080 with respect to a deed of trust securing a residential  
26  
27 mortgage loan is subject to the provisions of NRS 107.400 to  
107.560, inclusive.

28 **2. In addition to the requirements of NRS 40.430**  
29  
30 **to 40.4639, inclusive, a civil action for a foreclosure**  
31  
32

1 sale pursuant to NRS 40.430 involving a failure to  
2 make a payment required by a residential mortgage  
3 loan is subject to the requirements of NRS 107.400 to  
4 107.560, inclusive.  
5  
6  
7

8 Plaintiffs need to proceed through a judicial foreclosure, following  
9 the procedures and requirements of “**requirements of NRS 107.400 to**  
10 **107.560, inclusive.**” These requirements include a 107.500 letter 30  
11 days prior to recording a notice of default, Defendants must have the  
12 ability to request foreclosure mediation, etc.  
13  
14  
15  
16  
17

## 18 CONCLUSION

19  
20  
21  
22 Ramsey's homestead claim was recorded and is valid. Nevada  
23 has a long history of protecting homestead property.  
24

25 Plaintiffs can't have it both ways. They have issued a writ for a  
26 sheriffs sale [Exhibit B] under the enforcement of judgment statute, NRS  
27 Chapter 21. But they are taking the position that they are foreclosing a  
28  
29  
30  
31  
32

1 Deed of Trust granted in the March 8, 2019 Judgment. [See Page 15 of  
2  
3 their Objection]

4  
5 Pursuant to NRS 40,435 (3) Plaintiffs' Deed of Trust has been  
6 released and discharged because final judgment has been entered  
7  
8 against Defendants. NRS 40,435 (4) defines a "final judgment" as "**a**  
9  
10 **judgment which imposes personal liability on the debtor for the**  
11 **payment of money and which may be appealed under the Nevada**  
12 **Rules of Appellate Procedure.**" Obviously personal liability has been  
13 imposed on Defendants [debtors] for the payment of money and the  
14  
15 "final judgment" may be appealed, because the case actually is on  
16  
17 appeal.  
18  
19  
20

21 /s/ Benjmain B. Childs, Sr  
22 BENJAMIN B. CHILDS, SR, ESQ.  
23 Nevada Bar No.: 3946  
24 Attorney for Defendants  
25

26 Exhibits  
27

28 A Notice of Appeal filed April 9, 2019 and Docketing Statement filed  
29 April 29, 2019  
30 B Writ and Sheriff Sale documents  
31  
32

1 CERTIFICATE OF SERVICE  
2  
3

4 This RAMSEY'S RESPONSE TO OBJECTION TO CLAIM OF  
5 EXEMPTION FROM EXECUTION, with exhibits. was served through the  
6 Odyssey File and Serve system to opposing counsel at filing. Electronic  
7 service is in lieu of mailing.  
8  
9  
10  
11

12 /s/ Benjamin B. Childs  
13

14 BENJAMIN B. CHILDS, ESQ.  
15

16 NEVADA BAR # 3946  
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